

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 4/28/2008

Florida <u>X</u>	North Carolina <u>X</u>	Kentucky <u>X</u>	Pennsylvania <u>X</u>
Texas <u>X</u>	South Carolina <u>X</u>	West Va. <u>X</u>	Maryland <u>X</u>
Georgia <u>X</u>	Puerto Rico <u>X</u>	Delaware <u>X</u>	Other <u>Alabama</u>

FROM: Rural Services Manager  
Virginia Employment Commission  
P. O. Box 1358  
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. 100438

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 4/28/2008 for 20, Horticultural Worker 405-687-014  
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle Abraham  
(signature)

\* \* \* \* \*

DATE \_\_\_\_\_

The above request has been reviewed and action taken as indicated below:

ACCEPTED \_\_\_\_\_ Location(s) to which extend:

REJECTED \_\_\_\_\_ Reason for Rejection: \_\_\_\_\_

COMMENTS:

Number of additional copies required. \_\_\_\_\_

\_\_\_\_\_  
(signature)

**Agricultural and Food Processing Clearance Order**  
**Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

**U.S. Department of Labor**  
**Employment and Training Administration**



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Virginia Lawn & Landscape 101 Riley's Place Williamsburg, VA 23188		Industry Code / Código de Industria 0181	Job Order # / No. Orden de Empleo 100438																		
		Occupational Title and Code / Título Ocupacional y Código horticultural worker, 405.687-014																			
		Clearance Order Issue Date / Fecha de Trámite: 4/28/08																			
2. Location and Direction to Work Site / Dirección del lugar de trabajo I-64 toward NORFOLK. Take the VA-646 / VA-199 E exit toward LIGHTFOOT. Continue 0.2 Miles, turn LEFT onto NEWMAN RD / VA-646 N. Continue 1 mile, turn RIGHT onto BARLOW RD / VA-604. Continue to follow BARLOW RD 1.1 miles, turn LEFT onto Carters Neck Road. Continue 0.2 miles, turn RIGHT onto Riley's Place and end at 101 Riley's Place. (see attachment / para más detalles vea 1)		Job Order Expiration Date / Fecha de expiración: 9/12/08																			
		6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: 6/6/2008 To/ Hasta: 12/20/08																			
		7. No. of Worker's Requested / No. de Trabajadores Pedidos 20																			
3. Location and Description of Housing / Descripción de la Vivienda I-64 toward NORFOLK. Take the VA-646 / VA-199 E exit toward LIGHTFOOT. Continue 0.2 Miles, turn LEFT onto NEWMAN RD / VA-646 N. Continue 1 mile, turn RIGHT onto BARLOW RD / VA-604. Continue to follow BARLOW RD 1.1 miles, turn LEFT onto Carters Neck Road. Continue 0.2 miles, turn RIGHT onto Riley's Place and end at 101 Riley's Place. (see attachment / para más detalles vea 1)		8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semana <table border="1"> <tr> <th colspan="2">Total:</th> <th>40</th> </tr> <tr> <td>Sunday / Domingo</td> <td>0</td> <td>Wednesday / Miércoles</td> </tr> <tr> <td>Monday / Lunes</td> <td>7</td> <td>Thursday / Jueves</td> </tr> <tr> <td>Tuesday / Martes</td> <td>7</td> <td>Friday / Viernes</td> </tr> <tr> <td></td> <td></td> <td>Saturday / Sábado</td> </tr> <tr> <td></td> <td></td> <td>5</td> </tr> </table>		Total:		40	Sunday / Domingo	0	Wednesday / Miércoles	Monday / Lunes	7	Thursday / Jueves	Tuesday / Martes	7	Friday / Viernes			Saturday / Sábado			5
Total:		40																			
Sunday / Domingo	0	Wednesday / Miércoles																			
Monday / Lunes	7	Thursday / Jueves																			
Tuesday / Martes	7	Friday / Viernes																			
		Saturday / Sábado																			
		5																			
		9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																			
4. Board Arrangements / Arreglo de Alojamiento Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. See attachment 1 for expanded explanation. (see attachment / para más detalles vea 1)																					
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the order holding office in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. See attachment 1 for expanded explanation. (see attachment / para más detalles vea 1)																					
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] Performs diversified activities in nursery operation. Jobs may include any combination of planting, cultivating, hoeing, propagating, transplanting, fertilizing, pruning, spacing, preparing soil, weeding, spraying and watering, tagging, mowing, loading/unloading trucks. Uncover and/or recover winter storage houses. Loads/unloads trucks and wagons. May operate tractors and other mechanical equipment. Performs any other duties involved in the maintenance of plant materials and nursery stock. Workers will require minimal supervisions. (see attachment / para más detalles vea 1)																					
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] Hace actividades diversificadas en la operación de un vivero. Trabajos podran incluir cualquier combinacion de plantar, cultivar, azadón (sacar), transplantar, abona (fertilizer), propagación, apodar, preparar la tierra, desherbar (sacar malas hierbas), rociar (esprayar) y regar, etiquetar, cortar céspedes, cargar/descargar camiones. Destapar (descubrir) y/o tapar de Nuevo casas de reservas de invierno. Carga/descarga camiones y carretas. Podría operar (manejar) tractores y otro equipo mecánico. Hace cualquier otro trabajo que tenga que ver con el mantenimiento de materiales de planta y reservas de vivero. Los trabajadores requieren de supervisión mínima. (see attachment / para más detalles vea 1)																					

11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
Nursery	\$ 8.85*	\$ N/A	N/A	Social	X**		Weekly / Semanal
	\$	\$	N/A	Federal Tax Impuestos Federales	X**		X
	\$	\$	N/A	State Tax Impuestos Estatales	X**		Bi-weekly / cada 2 sem.
	\$	\$	N/A	Meals (comidas)		X	
	\$	\$	N/A	Other (specify)/ Otro		X	Other / Otro

More Details About the Pay/Más Detalles Sobre el Pago  
All work provided in this job order will be compensated by the hour at the current adverse effect wage rate of \$ 8.85 or the legal federal or state minimum wage rate, whichever is highest. In the event DOL promulgates a new AEWR during the recruitment period which is lower than the AEWR in effect at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new AEWR. See attachment, item 11 for expanded explanation.  
\* or Applicable AEWR.  
\*\* Does not apply to H-2A workers.

(see attachment / para más detalles vea 1)

12. Transportation Arrangements / Arreglos de Transportación (Please explain)  
For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. Subsistence will be in accordance with current rates published in the Federal Register (for workers with and without receipts). The amount of the reimbursement for transportation shall be the worker's actual cost but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved. See attachment, Item 12 for expanded explanation.  
(see attachment / para más detalles vea 1)

13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el área de usar Contratistas Agrícolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si ☐ No ☒ If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad?

14. Unemployment Insurance provided / Seguro por Desempleo: Yes ☐ No ☒  
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes ☒ No ☐  
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes ☒ No ☐  
17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno")  
NONE

18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno")  
NONE

19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono)  
Virginia Employment Commission  
5240 Oaklawn Blvd.  
Hopewell, VA 23860  
804-541-6548

20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya número de teléfono)  
Carol Young  
804-541-6548

21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.  
Employer's Signature & Title/ Firma y Título del Empleador  
X *Michael J. Roberts*

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party. LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

Attachment 1 to ETA 790

Item 2. Directions to Work Site

I-64 toward NORFOLK. Take the VA-646 / VA-199 E exit toward LIGHTFOOT. Continue 0.2 Miles, turn LEFT onto NEWMAN RD / VA-646 N. Continue 1 mile, turn RIGHT onto BARLOW RD / VA-604. Continue to follow BARLOW RD 1.1 miles, turn LEFT onto Carters Neck Road. Continue 0.2 miles, turn RIGHT onto Riley's Place and end at 101 Riley's Place..

Item 3. Housing

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. Housing will be clean and in compliance with OSHA housing standards when occupied. The housing provided varies according to location and includes frame houses, trailers, and dormitory-style buildings. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Housing provided will be shared facilities without regard to sex. In the event that a female worker is hired, separate toilet facilities shall be provided by the employer. No tenancy in such housing is created; employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the assigned employer who provides such housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear, will be deducted from the earnings of the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

Item 5. Referrals

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. The "applicant holding office" after coordinating the referral with the order holding office will contact the employer's agent or the employer directly and advise the agent or employer of the referral(s). Interviews, either in person or by telephone, will be conducted by the employer's agent during the hours of 9:00am to 4:00 pm, Monday through Friday. Workers hired pursuant to the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation. Those that apply direct will be welcomed and accepted. Referrals should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Applicants referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Employer's agent should be contacted first at the following address and phone number. If unavailable, contact employer directly during the same hours.

The Labor Company  
P.O. Box 1254  
Amherst, VA 24521  
434-946-0035/434-946-0036 (fax)

Order Holding office:  
Virginia Employment Commission  
5240 Oaklawn Blvd.  
Hopewell, VA 23860  
804-541-6548

## Attachment 1 to ETA 790

Employer's agent agrees to interview all US workers referred by the State Employment Commission, local or by supply state who have been screened by such employment services for:

1. Availability of entire season
2. Have transportation to job site
3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment.

### Item 8. Anticipated Hours of Work

Worker will report to work at the designated time and place as directed by the Employer each day. The standard work week is 7 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10 hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

### 10. Job Specifications

Performs diversified activities in nursery operation. Jobs may include any combination of planting, cultivating, hoeing, propagating, transplanting, fertilizing, pruning, spacing, preparing soil, weeding, spraying and watering, tagging, mowing, loading/unloading trucks. Uncover and/or recover winter storage houses. Loads/unloads trucks and wagons. May operate tractors and other mechanical equipment. Performs any other duties involved in the maintenance of plant materials and nursery stock. Workers will require minimal supervision.

**Farm Equipment Operation During Field Operations:** Workers may be required to operate tractors and other farm equipment during field operations as an incidental activity in the production of crops. Farm equipment operation incidental to production and harvesting will be paid at the AEW of 8.85 per hour. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of tractor. Workers will be required to operate tractors according to instructions and in a manner that protects the operator, other workers, trees, crops and equipment. Repeated failure to obey operating and safety instructions may result in termination.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 5 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

**GENERAL CONDITIONS APPLICABLE TO ALL CROPS:** Field work begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 35 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, fences, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. All other duties assigned under this order will be those duties of Horticultural Worker II, 405.687-014. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

**Full Crop Commitment:** This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. Work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of employment, he will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Attachment 1 to ETA 790

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manager and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days.

11. Wage Rates/Pay Information

Special Pay Information and Deductions: Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All work will be paid the adverse effect wage rate (AEWR) of \$8.85 per. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

A. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income tax as required by law, cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other deductions expressly authorized by the Worker in writing.

B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Employer's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday when he is offered the opportunity to work by the Employer and all hours of work actually performed shall be counted toward meeting this guarantee.

C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.

D. The payroll period shall be weekly. Workers will be paid weekly.

E. Employer will provide a worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker

referred through the interstate clearance system \$8.85 per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.

F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

#### 12. Transportation

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employers shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon satisfactory completion of the work agreement, employers will pay for such Workers reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation to the next job.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employers reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be \$9.90 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.102(b)(5) only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Employer. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

#### Other Conditions of Employment:

A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned Employer's work rules; the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment; two consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Employer and secure permission for necessary absences. g) fails to keep up with fellow workers h) falsifying identification, personnel, medical, production or other work related records. i) fails or refuses to take a drug test. j) commits acts of insubordination. "Reason beyond employer's control" includes termination of worker, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for

Attachment 1 to ETA 790

Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. This employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage is attached. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination

D. Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

E. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

F. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

G Training: There will be a three day training period starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, the proper color of produce, or particular grading specifications. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period, the employer will expect all workers possess the skills to work in the production of the crops noted in Item II. For purposes of this section seven hours will be considered one day.

H. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.

I. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations

J. Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.

K. The employer as a part of positive recruitment as per 20 CFR 655.105(a) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

L. There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.



Attachment 1 to ETA 790

M. There are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

N. SUBSTANCE ABUSE POLICY: The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

\*Use of the masculine pronoun herein is for convenience of reference only.

### **WORK RULES**

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

1. Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.
2. Use or possession of alcoholic beverages or illegal drugs is prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION**.
3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences is defined as: Two consecutive days of unexcused absences or three unexcused absences in a 30 day period. Violation will be **CAUSE FOR IMMEDIATE TERMINATION**. Workers must report at assigned time and place each workday as directed by the grower or supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS**. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.
4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION**.
7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.
8. Workers may not take unauthorized breaks from work.

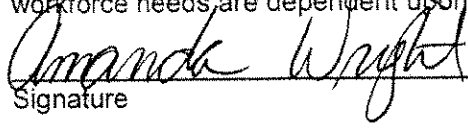
9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
10. Workers may not enter employer's premises without authorization.
11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.
12. Workers living in employer's housing may not have guests in housing premises after 10:30 p.m. except on Saturday night on which guest hours end at 12:00 p.m. No persons, other than workers assigned by employer to a room, may sleep in any room.
13. Workers may not deliberately restrict production.
14. **Any worker who verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
15. **WORKERS WILL BE DISCHARGED for fighting on the employer's premises, including housing premises, at any time.**
16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
17. **WORKERS WILL BE DISCHARGED if they steal from fellow workers or from the employer.**
18. Workers may not falsify identification, personnel, medical, production or other work-related records. **VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.**
19. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees.  
**VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.**
20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. **VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY**
22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and The Labor Company (TLC) **as soon as is reasonably possible.** **UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.**
23. Workers must follow supervisor's instructions.

Attachment 1 to ETA 790

24. Workers may not commit acts of insubordination - failure to regard authority.
25. After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement and to the standard set by the employer.
26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 PM on Saturday night.
27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

Certify Number of Workers

We expect the total number of workers we will use in the occupation of this/these crop activities to be 26 of which 20 will be H-2A workers for which certification is requested and the balance, if any, will be US workers. These numbers are estimates only as total workforce needs are dependent upon weather, crop conditions and worker availability.

A handwritten signature in cursive script, appearing to read "Amanda Wright", is written over a horizontal line.

Signature

EMPLOYER'S STATEMENT PURSUANT TO 20 CFR SECTION 655.101 (a) (2)

The undersigned employer, pursuant to 20 CFR Section 655.101 (a) (2), does hereby authorize The Labor Company (TLC), to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent is specifically authorized to make hiring commitments on my behalf, provided however, that my said agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As employer, I assume full responsibility for the accuracy of the Application, for all representation made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

Michael J. Roberts  
Employer Signature

1/9/08

Date

The Labor Company (TLC), does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. TLC is neither the employer or a joint employer of the workers requested, and the individual employer above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that TLC has been specifically authorized to make hiring commitments on behalf of the employer.

The Labor Company (TLC),

Amanda Wright  
Agent Signature

4/15/08

Date

Application for Conditional Entry

I, Michael J. Roberts as the employer, agree to abide by regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance with USDOL regulations in n/a but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Michael J. Roberts, certify that 30 days prior to occupancy, my housing will meet standards to the US Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or the US Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by 6/6/08.

Michael J. Roberts  
Employer Signature

1/9/08  
Date

\_\_\_\_\_  
E.S. Representative

\_\_\_\_\_  
Date

STATE AGENCY:  
 VIRGINIA EMPLOYMENT COMMISSION  
 SUMMARY OF EMPLOYMENT CONDITIONS  
 SPECIFIED ON JOB ORDER

AGENCIA ESTATAL:  
 COMISION DEL EMPLEO DE VIRGINIA  
 SUMARIO DE LAS CONDICIONES DE EMPLEO  
 QUE SON ESPECIFICADAS IN LA ORDEN DE  
 TRABAJO

1. Order Number: \_\_\_\_\_  
 2. Name of Employer: Virginia Lawn &  
 Landscape  
 3. Location of Employer and Directions:  
 101 Riley's Place  
 Williamsburg, VA 23188

1. Numero de la Orden: \_\_\_\_\_  
 2. Nombre del Empleador: Virginia Lawn & Landscape  
 3. Lugar y Direccion del Empleador  
 101 Riley's Place  
 Williamsburg, VA 23188

4. Period of Employment:  
 From 6/6/08 to 12/20/08

5. Work Schedule:  
 Hours per day: 7  
 Days per Week: 6

6. Crop and Pay:

4. Perodo de Empleo:  
 del 6/6/08 al 12/20/2008  
 5. Horario del Trabajo:  
 Horas por dia: 7  
 Numero de dias por Semana: 6  
 6. Cosecha y Pago:

Crop:	Hourly Wage:	Unit of Production	Piece Rate	Est. Hourly Wage
Planting:	\$8.85 or 2008 AEW			
Soil Prep:	\$8.85 or 2008 AEW			
Cultivate:	\$8.85 or 2008 AEW			
Harvest:	\$8.85 or 2008 AEW			
Bonus:	n/a			

Cosecha:	Sueldo Por Hora	Unidad del Produccion	Pago por Unidad	Calcul Anticipado del Sueldo Wage
Planting:	\$8.85 or 2008 AEW			
Soil Prep:	\$8.85 or 2008 AEW			
Cultivate:	\$8.85 or 2008 AEW			
Harvest:	\$8.85 or 2008 AEW			
Pago Adicional:	n/a			

7. Work tasks to be performed:

Regular: Performs diversified activities in nursery operation. Jobs may include any combination of planting, cultivating, hoeing, propagating, transplanting, fertilizing, pruning, spacing, preparing soil, weeding, spraying and watering, tagging, mowing, loading/unloading trucks. Uncover and/or recover winter storage houses. Loads/unloads trucks and wagons. May operate tractors and other mechanical equipment. Performs any other duties involved in the maintenance of plant materials and nursery stock. Workers will require minimal supervisions..

7. Labores a desempeñar en al trabajo:

Normales: Hace actividades diversificadas en la operacion de un vivero. Trabajos podran incluir cualquier combinacion de plantar, cultivar, azadon (sacar), transplantar, abonar (fertilizer), propagacion, apodar, preparar la tierra, desherbar (sacar malas hierbas), rociar (esprayar) y regar, etiquetar, cortar cespedes, cargar/descargar camions. Destapar (descubrir) y/o tapar de Nuevo casas de reserves de invierno. Carga/descarga camions y carretas. Podria operar (manejar) tractores y otro equipo mecanico. Hace cualquier otro trabajo que tenga que ver con el mantenimiento de materials de planta y reserves de vivero. Los trabajadores requieran de supervision minima.



Alternate tasks and pay during first week in case  
crop delay (see item 12): N/A

8. Transportation provided: Yes

9. Housing can accommodate 20 people  
Individual 20 Family 0

10. Meals provided: NO

If yes, cost per day: N/A

Workers must do their own cooking: YES

11. Deductions:

Type:	Amount
Social Security	Yes, as required
Income Tax	Yes, as required
Meals	No
Transportation	No
Tools	No
Crewleader Charges	No

12. Notes to Worker:

A copy of the full job order is available for  
inspection in this office. The employer has  
guaranteed your first week's wages unless he  
notifies the Job Service of a later starting date by:

*5/23/08*  
In order for you to be eligible for this guarantee,  
you must contact the Job Service Office at:

*VEC*  
*5240 OAKLAWN BLVD*  
*HOPEWELL, VA. 23860*

During the period of:

*5/26/08 - 5/30/08*

**Any Job Service  
Office will assist you  
in doing this.**

Labores alternativas y pago la primera semana en caso  
de demora en la cosecha (vease punto numero 12): N/A

8. Transportacion proveida: Yes

9. Viviendas disponibles para 20 personas:  
Individuos 20 Familias 0

10. Comidas Proveidas: NO

Si son proveidas, el costo por dia: N/A

Los trabajadores tienen que cocinar sus comidas: SI

11. Deducciones:

Type	Amount
Seguro Social	Yes, cuando requiero
Impuestos Sobre Ingresos	Yes, cuando requiero
Comidas	No
Transportacion	No
Herramientas y Maquinarias	No
Cargas de Crewleader	No

12. Notas para el trabajador:

Una copia de la orden de trabajo completa esta  
disponible para la inspeccion en esta oficina. El patron  
ha garantizado sus primeros salarios de la semana a  
menos que el notifique el servicio del trabajo de una  
fecha que comienza mas ultima hora:

Para usted para ser elegible para este guarantee, usted  
debe pongase en contacto con la Oficina de Servicio de  
Trabajo en: *5/23/08*

Durante el periodo del:

*5/26/08 - 5/30/08*

**Cualquier Oficina de  
Servicio de Trabajo le  
asistira en hacer esto.**

WILLIAMSBURG COMMUNITY SERVICE

WILLIAMSBURG DEPT. OF HEALTH  
1126 PROFESSIONAL DRIVE  
WILLIAMSBURG, VA. 23785  
757-253-4813

WILLIAMSBURG DEPT OF SOCIAL SERVICES  
5249 OLD TOWN ROAD  
WILLIAMSBURG, VA. 23185  
757-253-1800

WILLIAMSBURG POLICE DEPT  
425 ARMISTEAD DRIVE  
WILLIAMSBURG, VA. 23185  
757 220-2332  
757 253-1800 DISPATCHER  
EMERGENCY 911

CENTERA REGIONAL MEDICAL CENTER  
100 CENTERA CIRCLE  
WILLIAMSBURG, VA. 23188  
757 984-6000

TELAMON CORP  
4913 FITZHUGH AVE. ST 202  
RICHMOND, VA  
804 355-4676

VA JUSTICE CENTER FOR FARM & IMMIGRATION WORKERS  
1000 PRESTON AVENUE SUITE B  
CHARLOTTESVILLE, VA. 22903  
434 296-8851